

# FORMAL COMPLAINT ORIGINAL



0000066885

## ARIZONA CORPORATION COMMISSION FORMAL COMPLAINT FORM

W-01653A-03-0243

NATURE OF RELIEF SOUGHT: (CONTINUED)

*Ref: Park Valley Water Co Main Extension Agreement*

*Dated May-1-1995 & Complaint No. 2003-23336*

*Since no main line extension agreement was filed with nor approved by the Arizona Corporation Commission, which violates the Arizona Administrative Code R14-2-406,*

*I ask that a full refund be granted immediately, less any previous refunds, as allowed by this Commission Rule.*

*In addition, compensation of \$400. for the additional Piping, Valve, Trenching and labor to install these materials, all of which would have been unnecessary had Park Valley Water Co installed the meter in the proper location originally.*

Arizona Corporation Commission

DOCKETED

*Attachments*

APR 18 2003

DOCKETED BY	
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*Fred Shock*  
*2001 W. McNeil*  
*Show Low, AZ 85901*

70 MAY 1 2003  
ARIZONA CORPORATION COMMISSION

2003 APR 18 A 9:21

RECEIVED

Arizona Corporation Commission

DOCKETED

APR 18 2003

DOCKETED BY	<i>CR</i>
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ORIGINAL

PARK VALLEY WATER COMPANY

Agreement Relating to Extension  
of Water Distribution Facilities

RECEIVED  
TOTAL \$ 5,175.00

2003 APR 18 A 9:21

THIS AGREEMENT is made by and between Park Valley Water Company,  
P O. Box 487, Show Low, Arizona 85901. (hereinafter called the Company)  
and Fred Shook  
mailing address 8226 East Jackrabbit, Scottsdale, AZ 85250  
(hereinafter called Customer)

In consideration of the services to be performed by the Company and the sum  
of money to be advanced by the Customer, in accordance with the related Cost  
Estimate dated 4/11/95, it is agreed as follows:

1. The Company will construct an extension to its Park Valley  
water distribution facilities as a continuation of its present facilities  
as follows: 650' of service from Park Valley Water Co. main to Mr. Shook's  
property on E. McNeil.

Labor & Material	\$4,875.00
Meter Installation	200.00
New Meter	100.00
2. The Customer will pay to the Company upon signing this Agreement  
\$ 2,587.00, receipt of which is hereby acknowledged by the  
Company. \$2,587.00 payable 60 days after completion (Note attached)  
(a) \$ 2,587.00 is refundable advance in aid of construction For:  
4,875.00  
(b) \$ 4,875.00 is non-refundable contribution for construction of:  
\$ 5,175.00 TOTAL

3. Refunds of advances shall be made as follows Each year for a period  
of 10 years the Company shall pay to the Customer or the Customers  
assignees or other successors in interest, when the Company has  
received written notice and evidence of such assignment or success-  
ion, an amount equal to 10 per cent of the total gross annual revenue  
the Company received from water sales to each bona fide consumer  
whose service line is directly connected to pipelines installed pursuant  
to this Agreement. Refunds shall be made by the Company on or  
before August 31 of each year, covering any refunds owing from water  
revenues received during the preceding July 1 to June 30 period. Any  
balance remaining subject to refund at the end of the 10 year period  
shall become non-refundable. The aggregate refunds shall in no event  
exceed the total of the refundable advance received from the Customer.  
No interest shall be paid by the Company on any amounts advanced.

The Company may, upon approval by the Arizona Corporation Commission, terminate its obligation to refund a percentage of gross revenues by accord and satisfaction of its obligations under this Agreement.

4. All pipelines, valves, fittings, wells, meters, tanks or other facilities installed under this Agreement shall be the sole property of the Company and the person making refundable advances and/or non-refundable contributions in aid of construction pursuant to the terms of this Agreement shall have no right, title or interest in any such facilities.
5. The size, design, type and quality of materials and of the system, location in the ground and the manner of installation, shall be specified by the Company and shall comply with requirements of the Arizona Corporation Commission or other public agencies having authority therein.
6. The Customer agrees to furnish to the Company recordable easements and required surveying, over, under, and across all portions of the pipeline route as may be necessary to serve each parcel or lot within the Customer's new subdivision, tract, development or project.
7. The Customer agrees that all easements and rights-of-way that are used by the Company shall be free of obstacles which may interfere with the construction of the Company's water facilities. If the Customer's subdivision, tract, subdivision, development or project involves road construction, all roads and drainageways will be brought to grade by the Customer prior to the commencement of the installation of the Company's water facilities. No pavement or curbs shall be installed prior to the completion of all water facilities. If any streets, roads, alleys or drainageways are installed at a different grade or location after the beginning of the installation of water facilities, the Customer shall bear all costs incurred by the Company, non-refundable, to relocate water facilities as a result of said facilities having improper cover or location.
8. The Customer agrees to pay to the Company any additional costs incurred as a result of design changes made or caused to be made by the Customer or his agent, the Arizona Department of Health Services, the Arizona Corporation Commission, any county health department or other public agency under whose jurisdiction the subject construction may fall, or anticipated or unanticipated changes in existing Company facilities, due to any work associated with this subdivision, tract, development or project which causes such facilities to have improper cover or location.
9. This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the Company and the Customer provided, however, that an assignment or other transfer of this Agreement by the Customer shall not be binding upon the Company or create any rights in the Assignee until such assignment or other transfer is approved and accepted in writing by the Company.

10. Before this Agreement shall become effective and binding upon either the Company or the Customer, it shall be ~~filed with and approved by the Utilities Division of the Arizona Corporation Commission~~, and in the event it is not approved, this Agreement shall be null and void and of no force or effect whatever.
11. This Agreement, and all rights and obligations hereunder, including those regarding water service to the Customer, shall be subject to the Arizona Corporation Commission's "Rules and Regulations Relating to the Operation of Domestic Water Utility Companies."

COMPANY

by  
Title

[Signature]  
President

Seal

Attest:

State of Arizona    )  
County of Navajo    )   ss.

CUSTOMER

by

[Signature]  
Fred Shook

This instrument was acknowledged before me this 1 day of MAY 1995  
by Fred Shook

[Signature]  
Notary Public

My commission expires April 1, 1998